

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
:
PURDUE PHARMA L.P., *et al.*, : Bankruptcy Case No. 19-23649 (RDD)
:
Debtors.¹ : (Jointly Administered)
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**STIPULATION BY THE DEBTORS AND CERTAIN INSURERS REGARDING
CERTAIN INSURERS MOTION *IN LIMINE* TO EXCLUDE CERTAIN EVIDENCE
RELATED SOLELY TO INSURANCE COVERAGE AND TO STRIKE
INSURANCE-RELATED TESTIMONY IN DEBTORS' DECLARATIONS**

The Debtors and Certain Insurers² hereby stipulate and agree to the following in relation to Certain Insurers' *Motion In Limine to Exclude Evidence Related Solely to Insurance Coverage and to Strike Insurance-Related Testimony in Debtors' Declarations*, which was filed in the above-caption chapter 11 proceeding on August 10, 2021 [Doc. No. 3514] (the "Motion In Limine"):

1. Paragraph 37 of the Declaration of Jesse DelConte [Doc. No. 3456] (the "DelConte Declaration") is withdrawn for use at the confirmation hearing in this chapter 11 proceeding (the "Confirmation Hearing") for any and all purposes.

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² As used in this Stipulation, "Certain Insurers" means Navigators Specialty Insurance Company, American Guarantee and Liability Insurance Company, Steadfast Insurance Company, XL Insurance America, Inc., Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, North American Elite Insurance Company, Aspen American Insurance Company, Gulf Underwriters Insurance Company, St. Paul Fire and Marine Insurance Company, and National Union Fire Insurance Company of Pittsburgh, Pa.

2. The statements in Paragraphs 16 and 35 of the DelConte Declaration that the “MDT will receive . . . rights pursuant to certain insurance policies that provide insurance coverage to the Debtors for opioid-related activities . . .” are amended as follows: ““MDT will receive . . . rights pursuant to certain insurance policies that the Debtors contend provide insurance coverage to the Debtors for opioid-related activities. . . .”

3. The reference in Paragraph 27 of the DelConte Declaration to “certain of the Debtors’ insurance policies that cover opioid-related activities” is amended to “certain insurance policies that the Debtors contend cover opioid-related activities.”

4. The statement in Paragraph 36 of the DelConte Declaration that “Purdue is insured for opioid-related liabilities under general liability insurance policies . . .” is amended as follows: “Purdue contends that it is insured for opioid-related liabilities under general liability insurance policies. . . .”

5. Nothing in the DelConte Declaration nor any testimony by Jesse DelConte at the Confirmation Hearing is offered or shall be used to establish the meaning of the terms of any insurance policy or any coverage rights or obligations under any insurance policy.

6. The “Resolution Letters” (JX228-382) that are referenced in the Declaration of Lianna E. Simmonds [Doc. No. 3432] and which are submitted as exhibits for the Confirmation Hearing are not offered to prove the truth of the matters they assert, but rather for the exclusive purpose of establishing, solely in connection with the proceedings on confirmation of the Plan, that the Debtors sent the “Resolution Letters” to the addressees identified in those documents. The parties agree that the Court shall not presume that any of the “Resolution Letters” were received by any of the addressees simply because they were sent. Certain Insurers maintain that they in fact did not receive the “Resolution Letters” addressed to them, and are prepared to put

on evidence to that effect, but have agreed not to do so during the Confirmation Hearing given the provisos and subject to the terms set forth in this paragraph of this Stipulation, but reserve all rights to put on such evidence in Adv. Proc. No. 19-23649 (RDD) or any other coverage litigation. The “Resolution Letters” are not offered for use at the Confirmation Hearing to establish any coverage rights or obligations under any insurance policy, and shall not be used at the Confirmation Hearing to establish any coverage rights or obligations under any insurance policy. Certain Insurers maintain that the “Resolution Letters” are not relevant to any issue before the Court in connection with confirmation of the Plan, but do not otherwise object to the admission of the “Resolution Letters” at the Confirmation Hearing with the provisos and subject to the terms set forth in this paragraph of this Stipulation.

7. The Purdue general liability and excess policies for the 2017-2018 policy period (JX0602-0605) and the Rhodes claims-made product liability policies in effect from 2010-2017 (JX 1358-60, JX 1450, JX1454, JX 1448, and JX 1451-53) are not offered for use at the Confirmation Hearing to establish any coverage rights or obligations under any insurance policy, and shall not be used at the Confirmation Hearing to establish any coverage rights or obligations under any insurance policy.

8. Exhibits JX [2770] (Complaint in the Insurance Coverage Adversary Proceeding), JX1636 and JX1642-1644 (Answers from the Insurance Coverage Adversary Proceeding), are withdrawn for use at the Confirmation Hearing for any and all purposes.

9. The passage of Exhibit JX777 (Deposition of James O’Connell) starting at line 2 of page 353 (JX-0777.0089) and continuing through and including line 8 of page 354 (JX-0777.0090) is withdrawn for use at the Confirmation Hearing for any and all purposes. The remainder of Exhibit JX777 is not offered for use at the Confirmation Hearing or for any

purposes in connection with confirmation of the Plan to establish any coverage rights or obligations under any insurance policy, and shall not be used at the Confirmation Hearing or for any purposes in connection with confirmation of the Plan to establish any coverage rights or obligations under any insurance policy.

10. As a result of the foregoing, the Motion *In Limine* is withdrawn, and Certain Insurers withdraw their requests to cross-examine Jesse DelConte and Lianna E. Simmonds at the Confirmation Hearing, except that Gulf Underwriters Insurance Co. and St. Paul Fire and Marine Insurance Co. shall retain the right to cross-examine Mr. DelConte regarding third-party releases.

Dated: August 17, 2021

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IT IS SO ORDERED:

Robert D. Drain
United States Bankruptcy Judge